

IMPORTANT NOTICE TO RESIDENTS OF THE EUROPEAN UNION: PLEASE SCROLL DOWN TO REVIEW THE FIFA 16-EU EULA APPLICABLE TO YOU.

ELECTRONIC ARTS
SOFTWARE END USER LICENSE AGREEMENT
FIFA 16

This End User License Agreement ("License") is an agreement between you and Electronic Arts Inc., its subsidiaries and affiliates ("EA"). This License governs your use of this software product and all related documentation, and updates and upgrades that replace or supplement the software in any respect and which are not distributed with a separate license (collectively, the "**Software**"). This Software is licensed to you, not sold.

By installing or using the Software, you agree to the terms of this License and agree to be bound by it. Section 2 below describes the data EA may use to provide services and support to you in connection with the Software. If you do not agree to this use of data, do not install or use the Software. Section 15, below, provides that any disputes must be resolved by binding arbitration on an individual basis. IF YOU INSTALL the Software, the terms and conditions of this License are fully accepted by you. If you do not agree to the terms of this License, then do not install or use the Software.

Right to Return (Applicable To Those Who Purchased Packaged Software From Physical Retail Stores In the United States). If you do not agree to the terms of this License or the Origin Software Application License and you have not fully installed or used the Software, you may return the Software for a refund or exchange within thirty (30) days from the date of purchase to the original place of purchase by following the instructions for return available at <http://help.ea.com/en/article/electronic-arts-warranty-policy>.

1. Limited License Grant and Terms of Use.

A. Grant. Through this purchase, you are acquiring and EA grants you a personal, limited, non-exclusive license to install and use the Software for your non-commercial use solely as set forth in this License and the accompanying documentation. Your acquired rights are subject to your compliance with this Agreement. Any commercial use is prohibited. You are expressly prohibited from sub-licensing, renting, leasing or otherwise distributing the Software or rights to use the

Software. The term of your License shall commence on the date that you install or otherwise use the Software, and shall end on the earlier of the date that: (i) you dispose of the Software, (ii) your subscription to the Software is terminated, cancelled, or expires, or (iii) EA terminates this License. Your license will terminate immediately if you attempt to circumvent the technical protection measures for the Software. A separate Terms of Service agreement governs your use of online services in connection with the Software. You may view the Terms of Service agreement at <http://terms.ea.com>. A separate Privacy and Cookie Policy governs the collection, storage, use and transfer of user information. You may view the Privacy and Cookie Policy at <http://privacy.ea.com>.

B. Technical Protection Measures. The PC version of this Software uses Origin Online Activation and Sony DADC Austria AG's Denuvo content protection technology. An EA Account, including the acceptance of EA's online Terms of Service and Privacy and Cookie Policy (available at www.ea.com), installation of the Origin client application (<http://www.origin.com/en-us/about>), acceptance of the Origin EULA, and an Internet connection are required to authenticate the Software and verify your license upon the initial launch of the Software on any unique machine ("Authenticate" or "Authentication"). The serial code provided with this Software will be verified during Authentication. Authentication is limited to one EA Account per serial code. Accordingly, this Software is not transferable. EA reserves the right to validate your license through subsequent online Authentication. While there is no limit on the total number of machines on which the Software can be Authenticated, you may launch and access the Software on no more than five (5) unique machines in any rolling 24-hour period. If you disable or otherwise tamper with the technical protection measures, the Software may not function properly and you will have materially breached this License. Keep your serial code as you may need it to install the Software on other machines.

The technical protection measures of this Software may interfere with certain applications, such as debuggers, when such software could potentially be used to circumvent the access-control technology as prohibited by the Digital Millennium Copyright Act.

C. Access to Online Features And/Or Services. An EA Account, including the acceptance of EA's online Terms of Service (<http://terms.ea.com>) and Privacy and Cookie Policy

(<http://privacy.ea.com>) and registration with the serial code enclosed with the Software, may be required to access online services and/or features. Only licensed software can be used to access online services and/or features, including downloadable content and access to such features, is limited to you and your immediate family or members of your household.

D. Further Restrictions. Your right to use the Software is limited to the license grant above, and you may not otherwise copy, display, seek to disable, distribute, perform, publish, modify, create works from, or use the Software or any component of it, except as expressly authorized by EA. Unless expressly authorized by EA, you are prohibited from making a copy of the Software available on a network where it could be used by multiple users. You are prohibited from making the Software available over a network where it could be downloaded by multiple users. You may not remove or alter EA's trademarks or logos, or legal notices included in the Software or related assets.

E. Reservation of Rights. You have obtained a license to the Software and your rights are subject to this License. Except as expressly licensed to you herein, EA reserves all right, title and interest in the Software (including all characters, storyline, images, photographs, animations, video, music, text), and all associated copyrights, trademarks, and other intellectual property rights therein. This License is limited to the intellectual property rights of EA and its licensors in the Software and does not include any rights to other patents or intellectual property. Except to the extent permitted under applicable law, you may not decompile, disassemble, or reverse engineer the Software, or any component thereof, by any means whatsoever. You may not remove, alter, or obscure any product identification, copyright, or other intellectual property notices in the Software. All rights not expressly granted herein are reserved by EA.

F. Your Contributions. In exchange for use of the Software, and to the extent that your contributions through use of the Software give rise to any copyright interest, you hereby grant EA an exclusive, perpetual, irrevocable, fully transferable and sub-licensable worldwide right and license to use your contributions in any way and for any purpose in connection with the Software and related goods and services including the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, or otherwise communicate to the public by any means whether now known or unknown and distribute your contributions without any further notice or compensation to you of any kind for the whole duration of protection granted to intellectual property rights by applicable laws and international conventions. You hereby waive any moral rights of paternity,

publication, reputation, or attribution with respect to EA's and other players' use and enjoyment of such assets in connection with the Software and related goods and services under applicable law. The license grant to EA, and the above waiver of any applicable moral rights, survives any termination of this License.

2. Consent to Use of Data.

EA knows that you care how information about you is collected, used and shared, and we appreciate your trust that we will do so carefully and sensibly. Information about our customers is an important part of our business, and EA would never sell your personally identifiable information to anyone. We and agents acting on our behalf do not share information that personally identifies you without your consent, except in rare instances where disclosure is required by law or to enforce EA's legal rights.

When you play this game, EA and its affiliates may collect and store data from your computer or device. Information that EA and its affiliates collect includes technical and related information regarding your computer (or device) and operating system (including Internet Protocol Address and device ID(s)), as well as information about your Software usage (including but not limited to successful installation and/or removal), gameplay and usage statistics, system interactions and peripheral hardware. If you play this game offline, this data will be transmitted to EA and its affiliates if and when you access online features and/or services. EA and its affiliates may use this information to improve their products and services, provide services to and communicate with you (including for marketing purposes), facilitate the provision of software updates, dynamically served content, and software support, and to trouble-shoot bugs or otherwise enhance your experience. IF YOU DO NOT CONSENT TO THIS COLLECTION AND USE OF INFORMATION, DO NOT INSTALL OR USE THE SOFTWARE.

This and all other data provided to EA and/or collected by EA in connection with your installation and use of this Software is collected, used, stored and transmitted by EA, 209 Redwood Shores Parkway, Redwood City, CA 94065 in accordance with EA's Privacy and Cookie Policy at <http://privacy.ea.com>. To the extent that anything in this section conflicts or is inconsistent with EA's Privacy and Cookie Policy, the terms of the Privacy and Cookie Policy shall control.

3. Consent to Public Display of Data. If you participate in online services, such as online play or the downloading and uploading of content, EA and its affiliates may also collect, use, store, transmit and publicly display statistical data regarding game play (including scores, rankings and achievements), or identify content that is created and

shared by you with other players. Data that personally identifies you is collected, used, stored and transmitted in accordance with EA's Privacy and Cookie Policy located at <http://privacy.ea.com>.

- 4. Termination.** This License is effective until terminated. Your rights under this License will terminate immediately and automatically without any notice from EA if you fail to comply with any of the terms and conditions of this License. Promptly upon termination, you must cease all use of the Software and destroy all copies of the Software in your possession or control. Termination will not limit any of EA's other rights or remedies at law or in equity. Sections 4 - 14 of this License shall survive termination or expiration of this License for any reason.
- 5. Limited Warranty on Recording Media.** The LIMITED WARRANTY ON RECORDING MEDIA THAT ACCOMPANIES YOUR SOFTWARE IS INCORPORATED HEREIN BY REFERENCE. THIS LIMITED WARRANTY GIVES YOU SPECIFIC LEGAL RIGHTS. YOU MAY ALSO HAVE ADDITIONAL RIGHTS UNDER APPLICABLE LOCAL LAW, WHICH VARY FROM JURISDICTION TO JURISDICTION.
- 6. Disclaimer of Warranties.** EXCEPT FOR THE LIMITED WARRANTY ON RECORDING MEDIA, IF APPLICABLE, AND TO THE FULLEST EXTENT PERMISSIBLE UNDER APPLICABLE LAW, THE SOFTWARE IS PROVIDED TO YOU "AS IS," WITH ALL FAULTS, WITHOUT WARRANTY OF ANY KIND, WITHOUT PERFORMANCE ASSURANCES OR GUARANTEES OF ANY KIND, AND YOUR USE IS AT YOUR SOLE RISK. THE ENTIRE RISK OF SATISFACTORY QUALITY AND PERFORMANCE RESIDES WITH YOU. EA AND EA'S LICENSORS (COLLECTIVELY "EA" FOR PURPOSES OF THIS SECTION AND SECTION 6) DO NOT MAKE, AND HEREBY DISCLAIM, ANY AND ALL EXPRESS, IMPLIED OR STATUTORY WARRANTIES, INCLUDING IMPLIED WARRANTIES OF CONDITION, UNINTERRUPTED USE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OF THIRD PARTY RIGHTS, AND WARRANTIES (IF ANY) ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE. EA DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF THE SOFTWARE; THAT THE SOFTWARE WILL MEET YOUR REQUIREMENTS; THAT OPERATION OF THE SOFTWARE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT THE SOFTWARE WILL INTEROPERATE OR BE COMPATIBLE WITH ANY OTHER SOFTWARE OR THAT ANY ERRORS IN THE SOFTWARE WILL BE CORRECTED. NO ORAL OR WRITTEN ADVICE PROVIDED BY EA OR ANY AUTHORIZED REPRESENTATIVE SHALL CREATE A WARRANTY. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF OR LIMITATIONS ON IMPLIED WARRANTIES OR THE LIMITATIONS ON THE APPLICABLE STATUTORY RIGHTS OF A CONSUMER, SO SOME OR ALL

OF THE ABOVE EXCLUSIONS AND LIMITATIONS MAY NOT APPLY TO YOU.

7. Limitation of Liability. TO THE FULLEST EXTENT PERMISSIBLE BY APPLICABLE LAW, IN NO EVENT SHALL EA, ITS SUBSIDIARIES OR ITS AFFILIATES BE LIABLE TO YOU FOR ANY PERSONAL INJURY, PROPERTY DAMAGE, LOST PROFITS, COST OF SUBSTITUTE GOODS OR SERVICES, LOSS OF DATA, LOSS OF GOODWILL, WORK STOPPAGE, COMPUTER FAILURE OR MALFUNCTION OR ANY OTHER FORM OF DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES FROM ANY CAUSES OF ACTION ARISING OUT OF OR RELATED TO THIS LICENSE OR THE SOFTWARE, WHETHER ARISING IN TORT (INCLUDING NEGLIGENCE), CONTRACT, STRICT LIABILITY OR OTHERWISE, WHETHER OR NOT EA HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. SOME JURISDICTIONS DO NOT ALLOW A LIMITATION OF LIABILITY FOR DEATH, PERSONAL INJURY, FRAUDULENT MISREPRESENTATIONS OR CERTAIN INTENTIONAL OR NEGLIGENT ACTS, OR VIOLATION OF SPECIFIC STATUTES, OR THE LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS OF LIABILITY MAY NOT APPLY TO YOU. In no event shall EA's total liability to you for all damages (except as required by applicable law) exceed the amount actually paid by you for the Software.

8. Limitation of Liability and Disclaimer of Warranties are Material Terms of this License. You agree that the provisions in this License that limit liability are essential terms of this License. The foregoing limitations of liability apply even if the above stated remedy under the Limited Warranty for Recording Media fails in its essential purpose.

9. Severability and Survival. If any provision of this License is illegal or unenforceable under applicable law, the remainder of the provision shall be amended to achieve as closely as possible the effect of the original term and all other provisions of this License shall continue in full force and effect.

10. U.S. Government Restricted Rights. If you are a government end user, then this provision applies to you. The Software provided in connection with this License has been developed entirely at private expense, as defined in FAR section 2.101, DFARS section 252.227-7014(a)(1) and DFARS section 252.227-7015 (or any equivalent or subsequent agency regulation thereof), and is provided as "commercial items," "commercial computer software" and/or "commercial computer software documentation." Consistent with DFARS section 227.7202 and FAR section 12.212, and to the extent required under U.S. federal law, the minimum restricted

rights as set forth in FAR section 52.227-19 (or any equivalent or subsequent agency regulation thereof), any use, modification, reproduction, release, performance, display, disclosure or distribution thereof by or for the U.S. Government shall be governed solely by this License and shall be prohibited except to the extent expressly permitted by this License.

- 11. Injunctive Relief.** You agree that a breach of this License will cause irreparable injury to EA for which monetary damages would not be an adequate remedy and EA shall be entitled to seek equitable relief in addition to any remedies it may have hereunder or at law without a bond, other security or proof of damages.
- 12. Governing Law.** If you reside in the Republic of Korea, (i) the laws of Korea, excluding its conflicts-of-law rules, govern this License and your use of the Application; and (ii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this License and/or your use of the Application shall be the Courts of Korea, and you expressly consent to the exercise of personal jurisdiction of such courts. If you reside elsewhere: (i) the laws of the State of California, excluding its conflicts-of-law rules, govern this License and/or your use of the Application; and (ii) you expressly agree that for claims and disputes not subject to the arbitration provision in section 15, below, exclusive jurisdiction for any claim or action arising out of or relating to this License and/or your use of the Application shall be the federal or state courts that govern San Mateo County, California, and you expressly consent to the exercise of personal jurisdiction of such courts. Please note that your conduct may also be subject to other local, state, national, and international laws. The parties agree that the UN Convention on Contracts for the International Sale of Goods (Vienna, 1980) shall not apply to this License or to any dispute or transaction arising out of this License.
- 13. Export.** You agree to abide by U.S. and other applicable export control laws and agree not to transfer the Software to a foreign national, or national destination, which is prohibited by such laws, without first obtaining, and then complying with, any requisite government authorization. You certify that you are not a person with whom EA is prohibited from transacting business under applicable law.
- 14. Third Party Technology.** If you use this Software on MAC, then your Software incorporates technology developed by TransGaming Inc. ("Cider"). Cider™ is Copyright © 2000-2009 TransGaming Inc.

The terms and conditions governing your use of Cider technology are available at <https://www.transgaming.com/ciderlicense>.

15. Entire Agreement. This License constitutes the entire agreement between you and EA with respect to the Software and supersedes all prior or contemporaneous understandings regarding such subject matter. No amendment to or modification of this License will be binding unless made in writing and signed by EA. No failure to exercise, and no delay in exercising, on the part of either party, any right or any power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right or power hereunder preclude further exercise of any other right hereunder. In the event of a conflict between this License and any applicable purchase or other terms, the terms of this License shall govern.

16. Virtual Currency. Virtual currency issued to users located in Japan must be used within six months from the date of issue.

17. Dispute Resolution By Binding Arbitration.

The purpose of this Section is to provide a streamlined method for resolution of disputes between us if they arise. As discussed below in Section 18.f, if we cannot resolve our disputes informally and you are awarded a sum at arbitration greater than EA's last settlement offer to you (if any), EA will pay you 150% of your arbitration award, up to \$5000 over and above your arbitration award.

PLEASE READ THIS CAREFULLY. IT AFFECTS YOUR RIGHTS.

A. Most of your concerns can be resolved quickly and to your satisfaction by logging into the EA customer support interface with your EA Account at <http://help.ea.com/en>. **In the unlikely event that EA cannot resolve a concern to your satisfaction (or if EA cannot resolve a concern it has with you after attempting to do so informally), then you and EA agree to be bound by the following procedure to resolve any and all disputes between us. This provision applies to all consumers to the fullest extent allowable by law, but expressly excludes residents of Quebec, Russia, Switzerland and the Member States of the European Union. This agreement is intended to be interpreted broadly. It covers any and all disputes between us ("Disputes"), including without limitation:**

- (a) claims arising out of or relating to any aspect of the relationship between us, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory;

- (b) claims that arose before this Agreement or any prior agreement (including, but not limited to, claims relating to advertising);
- (c) claims that are currently the subject of purported class action litigation in which you are not a member of a certified class; and
- (d) claims that may arise after the termination of this Agreement.

The only disputes that are not covered by this Section are the following:

- 1) a claim to enforce or protect, or concerning the validity of, any of your or EA's (or any of EA's licensors') intellectual property rights;
- 2) a claim related to, or arising from, allegations of theft, piracy, or unauthorized use;
- 3) In addition, nothing in this Agreement shall prevent either party from initiating a small claims court action.

By entering into this Agreement, you and EA expressly waive the right to a trial by jury or to participate in a class action.

With respect to this Section, References to "EA," "you," and "us" include our respective subsidiaries, affiliates, agents, employees, predecessors in interest, successors, and assigns, as well as all authorized or unauthorized users or beneficiaries of services or Software under this or prior agreements between us. This EULA evidences a transaction in interstate commerce, and thus the Federal Arbitration Act governs the interpretation and enforcement of this Section. This arbitration provision shall survive termination of this EULA.

B. Informal Negotiations/Notice of Dispute. You and EA agree to first attempt to resolve any Dispute informally before initiating arbitration. Such negotiations commence upon receipt of written notice from one person to the other ("Notice of Dispute"). Notices of Dispute must: (a) include the full name and contact information of the complaining party; (b) describe the nature and basis of the claim or dispute; and (c) set forth the specific relief sought ("Demand"). EA will send its Notice of Dispute to your billing address (if you provided it to us) or to the email address you provided to us. You will send your Notice of Dispute to: Electronic Arts Inc., 209 Redwood Shores Parkway, Redwood City CA 94065, ATTENTION: Legal Department.

C. Binding Arbitration. If you and EA are unable to resolve a Dispute through informal negotiations within 30 days after receipt of the Notice of Dispute, either you or EA may elect to have the Dispute finally and exclusively resolved by binding arbitration. Any election to arbitrate by one party shall be final and binding on the other. **YOU**

UNDERSTAND THAT BY THIS PROVISION, YOU AND EA ARE FOREGOING THE RIGHT TO SUE IN COURT AND HAVE A JURY TRIAL. The arbitration shall be commenced and conducted under the Commercial Arbitration Rules of the American Arbitration Association ("AAA") and, where appropriate, the AAA's Supplementary Procedures for Consumer Related Disputes ("AAA Consumer Rules"), both of which are available at the AAA website www.adr.org. Your arbitration fees and your share of arbitrator compensation shall be governed by the AAA Rules and, where appropriate, limited by the AAA Consumer Rules. If such costs are determined by the arbitrator to be excessive, or if you send EA a notice to the Notice of Dispute address above indicating that you are unable to pay the fees required to initiate an arbitration, then EA will promptly pay all arbitration fees and expenses. The arbitration may be conducted in person, through the submission of documents, by phone or online. The arbitrator shall make a decision in writing, and shall provide a statement of reasons if requested by either party. The arbitrator must follow applicable law, and any award may be challenged if the arbitrator fails to do so. You and EA may litigate in court to compel arbitration, to stay proceeding pending arbitration, or to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

D. Restrictions. You and EA agree that any arbitration shall be limited to the Dispute between EA and you individually, including whether the relief sought is monetary or injunctive in relief. To the full extent permitted by law: (a) no arbitration shall be joined with any other arbitration proceeding; (b) there is no right or authority for any Dispute to be arbitrated on a class action-basis or to utilize class action procedures; and (c) there is no right or authority for any Dispute to be brought in a purported representative capacity on behalf of the general public or any other persons. **YOU AND EA AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING.** Further, unless both you and EA agree otherwise, the arbitrator may not consolidate more than one person's claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this dispute resolution/arbitration provision shall be null and void.

E. Location. If you are a resident of the United States, arbitration will take place at any reasonable location convenient for you. For residents outside the United States, arbitration shall be initiated in the County of San Mateo, State of California, United States of America, and you and EA agree to submit to the personal jurisdiction of that court, in order to compel arbitration, to stay proceeding pending arbitration, or

to confirm, modify, vacate or enter judgment on the award entered by the arbitrator.

F. Recovery and Attorneys' Fees. If the arbitrator rules in your favor on the merits of any claim you bring against EA and issues you an award that is greater in monetary value than EA's last written settlement offer made before final written submissions are made to the arbitrator, then EA will:

- (a) Pay you 150% of your arbitration award, up to \$5,000 over and above your arbitration award; and
- (b) Reimburse all of the filing, administration and arbitrator fees that you paid. Each party will be responsible for its own attorneys' fees and related expenses (including expert witness fees and costs), but the arbitrator will have authority to award attorneys' fees and expenses if available under applicable law. EA waives any right it may have to seek an award of attorneys' fees and expenses in connection with any arbitration between us.

The arbitrator may make rulings and resolve disputes as to the payment and reimbursement of fees, expenses, and the alternative payment and the attorney premium at any time during the proceeding and upon request from either party made within fourteen (14) days of the arbitrator's ruling on the merits.

G. Limitation on Arbitrator's Authority. The arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim.

H. Changes to Agreement. Notwithstanding any provision in this Agreement to the contrary, we agree that if EA makes any future change to this arbitration provision (other than a change to the Notice of Dispute address), you may reject any such change by sending us written notice within thirty (30) days of the change to the Notice of Dispute address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this provision.

ELECTRONIC ARTS
EU SOFTWARE END USER LICENSE AGREEMENT
FIFA 16

This End User License Agreement ("License") is an agreement between you and Electronic Arts Inc. ("EA"). This License governs your use of this software product including all accompanying documentation, and updates and upgrades that replace or supplement the software in any respect and which are not distributed with a separate license (collectively, the "**Software**"). This Software is licensed to you; you do not own the Software.

By downloading, installing or using the Software, you agree to and fully accept the terms of this License and agree to be bound by it. Section 2 below describes the data EA may process, collect, use and store in the course of providing services and support to you in connection with the Software in accordance with our Privacy and Cookie Policy at <http://privacy.ea.com>.

1. Limited License Grant and Terms of Use.

A. Grant. By accepting this License, you are acquiring and EA grants you a personal, limited, non-exclusive license to install and use the Software for your personal non-commercial use solely as set forth in this License and the accompanying documentation. Your acquired rights are subject to your compliance with this License. Any commercial use is prohibited. You are expressly prohibited from sub-licensing, renting, leasing or otherwise distributing the Software or rights to use the Software. The term of your License shall commence on the date that you install or otherwise use the Software, and shall end on the earlier of the date that: (i) you dispose of the Software, (ii) your subscription to the Software is terminated, cancelled, or expires, (iii) EA terminates this License.

B. Further Restrictions. Your right to use the Software is limited to the license grant above in (A), and you may not otherwise copy, display, seek to disable, distribute, perform, publish, modify, create works from, or use the Software or any component of it, except as expressly authorized by EA. Unless expressly authorized by EA, you are prohibited from making a copy of the Software available on a network where it could be used by multiple users. You are prohibited from making the Software available over a network where it could be downloaded by multiple users. You may not remove, alter or obscure any

product identification, copyright, trademarks or logos, or legal notices included in the Software or related assets.

C. Reservation of Rights. You have obtained a license to the Software and your rights are subject to this License. Except as expressly licensed to you herein, EA reserves all right, title and interest in the Software (including all characters, storyline, images, photographs, animations, video, music, text), and all associated copyrights, trademarks, and other intellectual property rights therein. This License is limited to the intellectual property rights of EA and its licensors in the Software and does not include any rights to other patents or intellectual property. Except as may be expressed as an exception to the prohibitions under the law of your country of residence, you may not decompile, disassemble, or reverse engineer the Software, or any component thereof, by any means whatsoever.

D. Access to Online Features and Services. An EA Account, including (i) the acceptance of EA's online Terms of Service agreement which governs your use of online services in connection with the Software (and which may be viewed at <http://terms.ea.com>), (ii) acceptance of EA's Privacy and Cookie Policy (<http://privacy.ea.com>), and (iii) registration with the serial code enclosed with the Software, may be required to access online services and/or features. Only validly licensed software can be used to access online services and/or features, including downloadable content and access to such features, is limited to you and your immediate family or members of your household.

E. Technical Protection Measures. Your license will terminate immediately if you attempt to circumvent the technical protection measures for the Software.

The PC version of this Software uses Origin Online Activation content protection technology and Sony DADC Austria AG's Denuvo. An EA Account, including the acceptance of EA's online Terms of Service and Privacy and Cookie Policy (available at <http://www.ea.com/uk>), installation of the Origin client application (<https://www.origin.com/en-gb/about>), acceptance of the Origin EULA, and an Internet connection are required to authenticate the Software and verify your license upon the initial launch of the Software on any unique machine ("Authenticate" or "Authentication"). The serial code provided with this Software will be verified during Authentication. Authentication is limited to one EA Account per serial code. Accordingly, this Software is not transferable. EA reserves the

right to validate your license through subsequent online Authentication. While there is no limit on the total number of machines on which the Software can be Authenticated, you may launch and access the Software on no more than five (5) unique machines in any rolling 24-hour period. If you disable or otherwise tamper with the technical protection measures, the Software may not function properly and you will have materially breached this License. Keep your serial code as you may need it to install the Software on other machines.

The technical protection measures of this Software may interfere with certain applications, such as debuggers, when such software could potentially be used to circumvent the access-control technology as prohibited by EU Member State legislation implementing the Copyright Directive (Article 6) of Directive 2001/29/EC, and other applicable local legislation for non-EU Member States.

- F. **Your Contributions.** In exchange for use of the Software, and to the extent that your contributions through use of the Software give rise to any copyright interest, you hereby grant EA an exclusive, perpetual, irrevocable, fully transferable and sub-licensable worldwide right and license to use your contributions in any way and for any purpose in connection with the Software and related goods and services including the rights to reproduce, copy, adapt, modify, perform, display, publish, broadcast, transmit, or otherwise communicate to the public by any means whether now known or unknown and distribute your contributions without any further notice or compensation to you of any kind for the whole. If the duration of the granted right cannot be perpetual in accordance with the laws of your country of residence, the term of the grant shall be the maximum duration of protection granted to intellectual property rights by the laws of your country of residence or any international conventions. You further agree that you will not assert any moral rights with respect to your contributions as licensed to EA herein. The license grant to EA survives any termination of this License.

2. Consent to the Processing of Data.

EA knows that you care how information about you is collected, used and shared, and we appreciate your trust that we will do so carefully and sensibly. Information about our customers is an important part of our business, and EA would never sell your personally identifiable information to anyone. We and agents acting on our behalf do not share information that personally identifies you without your consent, except in rare instances where disclosure is required by law or to enforce EA's legal rights.

When you play this game, EA and its affiliates may collect and store data from your computer or device. Information that EA and its affiliates collect includes technical and related information regarding your computer (or device) and operating system (including Internet Protocol Address and device ID(s)), as well as information about your Software usage (including but not limited to successful installation and/or removal), gameplay and usage statistics, system interactions and peripheral hardware. If you play this game offline, this data will be transmitted to EA and its affiliates if and when you access online features and/or services. EA and its affiliates may use this information to improve their products and services, provide services to and communicate with you (including for marketing purposes), facilitate the provision of software updates, dynamically served content, and software support, and to trouble-shoot bugs or otherwise enhance your experience. IF YOU DO NOT CONSENT TO THIS COLLECTION AND USE OF INFORMATION, DO NOT INSTALL OR USE THE SOFTWARE.

This and all other data provided to EA and/or collected by EA in connection with your installation and use of this Software is collected, used, stored and transmitted by EA Inc., 209 Redwood Shores Parkway, Redwood City, CA 94065 in accordance with EA's Privacy and Cookie Policy at <http://www.ea.com/uk>). To the extent that anything in this section conflicts or is inconsistent with EA's Privacy and Cookie Policy, the terms of the Privacy and Cookie Policy shall control.

3. Consent to Public Display of Data.

If you participate in online services, such as online play or the downloading and uploading of content, EA and its affiliates may also collect, use, store, transmit and publicly display statistical data regarding game play (including scores, rankings and achievements), or identify content that is created and shared by you with other players. Data that personally identifies you is collected, used, stored and transmitted in accordance with EA's Privacy and Cookie Policy located at <http://www.ea.com/uk>).

4. Termination. Your rights under this License will terminate (or at EA's discretion may be suspended) if you materially breach any of the terms and conditions of this License. In appropriate situations where EA considers that your breach is capable of being remedied and sends you notification of the same, this License will terminate if you have not remedied your breach to EA's satisfaction as soon as reasonably possible (and in any event within 14 days of receiving such notification).

Your rights under this License will also terminate if EA stops supporting the Software (in which case, EA will use reasonable endeavors to provide you with reasonable advance notice of the stop in support).

Promptly upon termination of this License for any reason, you must cease all use of the Software and delete all copies of the Software in your possession or control. No termination or suspension of your use of the Software under this section will stop or limit us or you from taking any other action under this License or otherwise. Sections 4-10 of this License shall survive termination or expiration of this License for any reason.

5. Warranty on Recording Media. THE RECORDING MEDIA THAT ACCOMPANIES YOUR SOFTWARE WILL BE FREE FROM DEFECTS IN MATERIALS AND WORKMANSHIP FOR THE PERIOD STATED IN THE DOCUMENTATION ACCOMPANYING THE RECORDING MEDIA FROM THE DATE OF PURCHASE. THIS WARRANTY IS IN ADDITION TO, AND DOES NOT AFFECT YOUR STATUTORY RIGHTS IN ANY WAY. THIS WARRANTY DOES NOT APPLY TO RECORDING MEDIA WHICH HAS BEEN SUBJECT TO MISUSE, DAMAGE OR EXCESSIVE WEAR.

6 Limitation of Liability.

6.1 This Section sets out the entire financial liability of both you and EA to each other in respect of:

6.1.1. any breach of this License however arising;

6.1.2 any use made or resale of the Software or the accompanying documentation by you, or of any product or service incorporating any of the Software or the accompanying documentation; and

6.1.3 any representation, statement or tortious act or omission (including negligence) arising under or in connection with this License.

6.2 Nothing in this License shall limit or exclude the liability of either you or EA for:

6.2.1 death or personal injury resulting from negligence; or

6.2.2 fraud or fraudulent misrepresentation; or

6.2.3 breach of the terms implied by the relevant provisions of the applicable sale of goods and consumer protection laws in your country of residency; or

6.2.4 deliberate default or willful misconduct.

6.3 Without prejudice to previous any part of this Section, neither you nor EA shall under any circumstances whatever be liable to the other, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any:

6.3.1 loss of income;

6.3.2 loss of business profits or contracts;

6.3.3 business interruption;

6.3.4 loss of the use of money or anticipated savings;

6.3.5 loss of information;

6.3.6 loss of opportunity, goodwill or reputation;

6.3.7 loss of, damage to or corruption of data; or

6.3.8 any indirect or consequential loss or damage of any kind howsoever arising and whether caused by tort (including negligence), breach of contract or otherwise;

provided that this Section 6.3 shall not prevent claims for loss of or damage to your tangible property that fall within the terms of Section 6 or any other claims for direct financial loss that are not excluded by any of the excluded categories set out above in this Section 6.3.

6.4 Subject to Section 6.2 and Section 6.3, EA's maximum aggregate liability under or in connection with this License, or any collateral contract, whether in contract, tort (including negligence) or otherwise, shall in all circumstances be limited to the amount actually paid by you for the Software.

7. Severability and Survival. If any part of this License is held to be unenforceable in your country of residence, then we and you agree to interpret it and the rest of this License in such a way as to reflect your and our intentions in this License as far as possible. Also, if any part of this License is held to be unenforceable then that will not affect the enforceability if any other part of this License.

8. Governing Law. The laws of your country of residence govern this License and your use of the Software; and (ii) you expressly agree that exclusive jurisdiction for any claim or action arising out of or relating to this License and/or your use of the Application shall be the Courts of

your country of residence, and you expressly consent to the exercise of personal jurisdiction of such courts.

9. Entire Agreement. This License constitutes the entire agreement between you and EA with respect to the Software and supersedes any previous agreement or between you and us.

10. Third Party Technology. If you use this Software on MAC, then your Software incorporates technology developed by TransGaming Inc. ("Cider"). Cider(tm) is Copyright © 2000-2009 TransGaming Inc. The terms and conditions governing your use of Cider technology are available at <https://www.transgaming.com/ciderlicense>.

11. Dispute Resolution. Most user concerns can be resolved quickly and to your satisfaction by logging into our customer support interface with your EA Account at <http://help.ea.com/uk>. In the unlikely event that EA cannot resolve a concern to your satisfaction (or if EA cannot resolve a concern it has with you after attempting to do so informally), then either you or we may refer this matter to alternative dispute resolution (such as conciliation or arbitration) with the prior written consent of the other party.